

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>	<b>2. (X one)</b>	<b>3. DATE/TIME RESPONSE DUE</b>
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i>	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>
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<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

<b>7. ADDITIONAL INFORMATION</b>
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<b>8. POINT OF CONTACT FOR INFORMATION</b>			
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i>	<b>d. E-MAIL ADDRESS</b>		

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>			
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	<input type="checkbox"/> e. OTHER <i>(Specify)</i>	
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	<input type="checkbox"/>		

<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>			
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.			
<b>11a. COMPANY NAME</b>		<b>b. ADDRESS</b> <i>(Include Zip Code)</i>	
<b>c. ACTION OFFICER</b>			
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>		<b>(2) TITLE</b>	
<b>(3) SIGNATURE</b>			<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>

Simply complete and return the original and one (1) copy of the certification package, management plan, and resumes of key personnel as described in Clause L2.34.100. Your price must be inserted in Clause B34.01.100 in the Offeror Submission Package. **Your offer should include prices for the transition period, the six months base period and possible six, one-month extensions.** Proposal prices that are unrealistically high or low may be considered an indication of a lack of understanding of the solicitation requirements.

B. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted.

C. Unless you specifically state otherwise, your offer is assumed to accept all terms and conditions of this solicitation. Any exceptions to any part of this solicitation must be specifically identified in a cover letter to your proposal.

D. The Government intends to evaluate proposals and award a contract based on initial proposals without conducting discussions. However, DESC reserves the right to conduct negotiations, if advantageous to the Government (see Clause L2.05-8). The source selection decision will be based on a combination of technical capability, experience, and price (see Clause M28.07.100).

E. Care should be taken to mail correspondence relating to this solicitation or resulting contract to the appropriate office as indicated in the applicable clauses.

F. **Notice:** Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.

G. This procurement will be conducted in accordance with the December 5, 2003 Determination and Findings Memorandum issued by the Under Secretary of Defense, Paul Wolfowitz.

H. All offerors must include the **DUNS number** in the block with its name and address on the cover page of its offer (see Clause K1.06).

I. For clarification, explanation, or additional information contact Beverly Williams at 703-767-9348 or by email at [beverly.j.williams@dla.mil](mailto:beverly.j.williams@dla.mil).

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 29 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SP0600-04-R-0053		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 16 JAN 2004	6. REQUISITION/PURCHASE NUMBER SP0600-04-0659
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 2945 Ft. Belvoir, VA 22060-6222			8. ADDRESS OFFER TO (If other than Item 7) ATTN: BID CUSTODIAN, DESC-CPC, RM 3815 Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, Fort Belvoir, VA 22060-6222 (Fax: 703-767-0766)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **DESC-CPC, Room 3815** until **1500** local time **17 FEB 2004**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Beverly J. Williams	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS beverly.j.williams@dla.mil
		AREA CODE (703)	NUMBER 767-9348	EXT.

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	21
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	12				

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILIT	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER			17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

## SECTION B – SUPPLIES/SERVICES AND PRICES/COST

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## **SECTION B – SUPPLIES/SERVICES AND PRICES/COST**

### **B34.01.100 SERVICES TO BE FURNISHED AND PRICES (DESC JAN 2004)**

The services to be furnished during the period specified herein and the prices are as follows:

The following services will be provided for a base period of April 1, 2004 through September 30, 2004 (six months), with possible extensions of six, one-month periods. Rates shall also apply for the two-week transition period beginning March 18, 2004.

**LINE ITEM 0001.** The contractor will provide all necessary labor for accomplishing the required tasks. Costs will be reimbursed based on the rates provided below and actual hours expended. All payroll costs associated with labor expenses (wage rates, payroll taxes and insurance, and other labor overhead) shall be included, along with applicable G&A and profit. Any other labor categories determined necessary after contract award may be added with DESC approval.

Note: The estimated hours listed below will be used for price evaluation purposes only. Actual hours performed may be adjusted as necessary to accomplish the required tasks.

<b><u>Labor Category</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Rate/Hour</u></b>
Project Leader	1,000	\$ _____
Project Managers	4,000	\$ _____
Security/Drivers	20,000	\$ _____
Interpreters	5,000	\$ _____
Transportation Specialist	25,000	\$ _____
Customs Support	10,000	\$ _____
Quality Surveillance	10,000	\$ _____
Mechanics	5,000	\$ _____
Clerical/Data Input	20,000	\$ _____

**LINE ITEM 0002.** Other Direct Costs (Estimated \$1,000,000 for the six month period). All incurred costs not reimbursed under L/I 0001 will be reimbursed under L/I 0002. The contractor may add G&A (specify below) to the actual cost, but profit will not be allowed.  
G&A rate \_\_\_\_\_%

**LINE ITEM 0003.** Award Fee (Clause I28.30 will be added by amendment). The base period will have a total of \$300,000 available, with \$150,000 allocated and potentially awarded at the end of each three-month period. \$50,000 will be available for each month one-month extension, if utilized.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **PERFORMANCE WORK STATEMENT FOR MANAGEMENT AND OVERSIGHT OF FUEL DISTRIBUTION SUPPORT FOR IRAQ OIL RESTORATION**

#### **1. PURPOSE AND SCOPE**

Provide management and oversight (M&O) services for fuel distribution of imported fuel to the Iraqi civilian populace. The applicable fuels include gasoline, diesel, kerosene, and liquefied petroleum gas (LPG). In order to meet the domestic fuel demands for commercial and private use within Iraq, contractor shall monitor fuel demand and availability as necessary to prevent localized or large-scale fuel shortfalls. Further, contractor will forecast and coordinate requirements, monitor shipments and receipts from DESC's fuel suppliers and report daily transactions.

#### **2. BACKGROUND**

Hostilities in Iraq have resulted in damage to the Iraqi oil infrastructure, interrupted and degraded operational control of oil systems, caused a shortage of fuels and the ability to distribute those fuels. The US Army Corps of Engineers (USACE) has been designated as the executive agent for the oil restoration mission, where Task Force Restoration of Iraqi Oil (TF RIO) has been established as the executing organization for management and operations to restore Iraq's oil production capabilities. In addition, the Coalition Provisional Authority (CPA) has been established to facilitate the stabilization of Iraq and assist the Iraqi people in developing a democratic government. The Defense Energy Support Center (DESC) will serve as the contracting agent for the CPA and coordinate efforts with TF RIO. DESC responsibilities will include procuring the required fuels, transporting these fuels to designated distribution points, and providing logistics management services to support the Iraqi refining and distribution organizations in order to meet the domestic demand for fuels for power production, commercial, and private use within Iraq.

#### **3. GENERAL REQUIREMENTS**

- a. **Travel Requirements** – Travel necessary for the performance of this contract will be reimbursed in accordance with FAR 31.205-46 and Joint Travel Regulations (JTR).
  - (1) **Allowable Costs** Travel costs include per diem, car rental, local ground transportation and airfares. Per diem will not exceed rates authorized by the JTR in effect at the time the expense is incurring. Travel costs do not include the wages and salaries of the travelers, nor other costs such as allocated direct costs and indirect costs.
  - (2) **Prior Approval** – The contractor shall furnish the following information to the CO or designated representative for approval prior to the date of travel: a) purpose of travel, b) proposed destination, c) proposed duration of travel, d) proposed number of personnel that will be traveling, and e) estimated cost of travel.



- (3) **Unscheduled Travel** – In situations where prior notice is not feasible, Contractor shall notify the CO or designated representative within five working days after travel begins, providing the above information, plus a justification statement, which addresses the urgent need for travel and the circumstances that prevented prior notification.
- b. **Security** – Contractor shall provide its own security for personnel, equipment, and locations throughout the entire process to include all countries involved. Contractor shall conduct weekly risk assessments and determine and implement required security measures. Security shall encompass lodging, travel, workplace, duty and non-duty hours.
- c. **Invoice Processing** – Contractor shall verify invoices from third party contractors providing fuel and transportation and submit to Government personnel for certification. Contractor shall submit certified invoices to Defense Finance and Accounting Service for payment Contractor shall troubleshoot all invoice and payment problems. The use of the automated Paperless Ordering and Receipt Transaction System (PORTS) is the preferred method of accomplishing these tasks. Contractor shall reconcile discrepancies with fuel providers. For M&O contractor invoicing, see Clause G148.05.100.
- d. **Information Systems/Reporting** – Information furnished to Government personnel and organizations shall be made using systems compatible with Government systems. All reports shall be submitted in English and at least one employee on each shift shall be proficient in the English language. Each M&O office shall have internet and fax capability. M&O contractor personnel shall have the capability to communicate telephonically with DoD activities within Turkey, Iraq, and Kuwait, to include each convoy.
- e. **Standards of Conduct** – The contractor shall comply with and ensure that its employees are familiar with and comply with all U.S., host country, and local laws; all treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements); and all U.S. regulations, directives, instructions, policies, and procedures which are applicable to contractors in the area of operations. The contractor shall ensure that contractor employees are aware of and comply with all orders, directives, and instructions issued by the Combatant Commander or Subordinate Commanders relating to force protection, health, safety, security or relations and interaction with local nations. See CENTCOM General Order Number 1A at PWS Attachment 1. Any exceptions to CENTCOM General Order Number 1A shall be requested through the Contracting Officer (CO). The CO or designated representative reserves the right to require removal from the job site any contractor employee who endangers persons or property; whose continued employment is inconsistent with the interests of military security; whose presence deters the accomplishment of work; or whose conduct or appearance reflects negatively on

contractor. Furthermore, the US Government reserves the right to refuse to permit any contractor employee to perform services under this contract who is not in compliance with requirements of this contract (e.g., employees found to be lacking required qualifications). In such cases, the CO/representative will advise the Contractor of the reason for requesting an employee's removal or withdrawing his authorization. The removal of a contractor employee from the job site shall not relieve the Contractor of the requirement to provide sufficient personnel to complete the specified tasks outlined herein.

- f. **Access to Procedures, Records, Data, and Facilities** – The Contractor shall allow the CO or his duly authorized representatives access at any reasonable time and the right to examine facilities, records and data to include any of the Contractor's books, documents, papers, or other records related to this contract. Contractor shall maintain a Quality Control file of all inspections or tests conducted by the Contractor to include a record of any corrective actions taken. This file shall be subject to Government review at CO or designated representative's discretion during the contract term. The file shall be the property of the Government and shall be turned over to the Government upon completion or termination of the contract. Personnel who require access to classified information must possess appropriate security clearance.
  - g. **Process Improvement** – Contractor shall recommend to DESC any improvements and solutions to current process and new problems encountered.
  - h. **Office Space** – Contractor shall provide space to accommodate at least one DESC representative in the Baghdad, Adana, and Kuwait offices.
  - i. **Security Clearance** – At least one person in each office (Baghdad, Turkey and Kuwait) must have a secret security clearance.
4. **SPECIFIC REQUIREMENTS. The tasks are divided into four areas of responsibility (AOR): Baghdad, Turkey/Northern Iraq; Kuwait/Southern Iraq; and Western Iraq.**
- a. **Baghdad Tasks**
    - (1) Manage and provide oversight for the entire Iraqi imported fuel mission (U.S. imports only).
    - (2) Direct the distribution of imported petroleum products to locations within Iraq.
    - (3) Attend production and distribution meetings with the Coalition Provisional Authority, Iraqi Ministry of Oil, the U.S. Military and DESC.
    - (4) Forward daily and monthly fuel requirements to M&O oversight offices in Turkey and Kuwait.
    - (5) Provide daily status reports using sample at PWS Attachment 2.
    - (6) Manage the administration of the work effort associated with receiving petroleum products and other materials and equipment at Iraq Oil Ministry's Distribution Depots located throughout Iraq. This task includes the verification of fuel

deliveries and the quantity of fuel received at each depot. Distribution points are located at Latifiya, Rusafa, Mushada, Mosel and Diwania. Each distribution point will be manned by a small team of personnel that will man the point on a 24/7 basis.

b. **Turkey/Northern Iraq Tasks**

- (1) Manage the delivery of approximately 4 million liters of gasoline per day, 3 million liters of diesel per day, 3 million liters of kerosene per day and 1,500 metric tons of liquid petroleum gas per day. This effort requires managing the movement of these fuels along a delivery route nearly 1400-kilometers in length utilizing approximately 7,000 tank trucks and LPG trucks at any one given time while simultaneously ensuring product quality and security.
- (2) Fuel shipped from Turkey to Iraq moves through the following sequence of locations:
  - (a) Loading Point(s)
  - (b) Habur Gate / Turkish customs
  - (c) Zaho-Ibrahim Halil Gate / Iraqi Customs
  - (d) Marshalling area (Vicinity of Zaho-Ibrahim Halil Gate / Iraqi customs)
  - (e) Ferfil (Marshalling area northwest of Mosul)
  - (f) Destination
- (3) The contractor is responsible for the following tasks at each location.
  - (a) Loading Points (to be determined when DESC fuel supply contracts are awarded).
    - (i) Spot-check trucks for roadworthiness, safety compliance, conveyance interior cleanliness, product quality and product security, including Turkish Customs affixed seals to tank truck compartments/manifolds. Submit spot-check program with initial proposal.
    - (ii) Coordinate with DESC fuel suppliers to ensure the suppliers provide escorts from loading point to Turkish / Iraqi border to assist with truck breakdown repair/recovery and accidents.
  - (b) Habur Gate / Turkish customs
    - (i) Develop program to assist with customs processing (exportation) and develop monitoring/reporting program by mission number and truck license number from loading points to Habur Gate, from Habur Gate to delivery destinations and from delivery destinations back to Habur Gate. Submit customs processing and monitoring/reporting program with initial proposal.
    - (ii) Re-seal truck compartments/manifolds as required and record new seal numbers on appropriate manifests. M&O will purchase visually unique, one-time use, embossed, serially numbered seals and provide DESC M&O oversight representative a comprehensive list of purchased seal numbers.
  - (c) Zaho-Ibrahim Halil Gate / Iraqi customs and marshalling area

- (i) The contractor will develop and implement a program to perform the following functions:
  - Assist DESC fuel suppliers with customs processing (importation)
  - Ensure integrity and security of product after customs processing. Re-seal truck compartments / manifolds as required and record new seal numbers on appropriate manifests. M&O will purchase visually unique, one-time use, embossed, serially numbered seals and provide DESC M&O oversight a comprehensive list of purchased seal numbers.
  - Track trucks by license plate and mission number inside Iraq (including delivery destinations outside the general vicinity of Mosul) and provide, at a minimum, daily status reports to M&O. In addition, obtain drivers' names and passport or driver license number from DESC fuel suppliers to develop authorized list of drivers. Coordinate with the contracting officer for the fuel supplier to potentially remove drivers' names if they are suspected of perpetrating improper activities such as pilferage and theft of fuel, smuggling, etc.
  - Facilitate organization of convoys. Coordinate with US Army escorts to facilitate convoy transfer from contractor to Army control; coordinate with US Army and/or designated convoy escort authority on operation of convoys.
- (ii) Report and document incidents, accidents and/or events affecting DESC fuel suppliers' mission performance to M&O.
- (iii) Assist DESC fuel suppliers with breakdowns repair/recovery, accidents and Force Protection issues.
- (iv) Submit Northern Iraq processes and program to with initial proposal.
- (d) Ferfil (Mosul) and delivery destinations

The contractor will maintain a list of locations, facilities, and names of personnel and authorized signatures/stamps (with a corresponding English translation) for each and every delivery point. There are currently over 60 delivery points, mostly in the Mosul area.

(3) General Responsibilities

- (a) Ordering and accounting. DESC will provide the contractor copies of the monthly orders and the contractor will place daily verbal orders for fuel deliveries to the DESC fuel suppliers. Upon completion of deliveries, the DESC fuel suppliers will forward a copy of the invoices and supporting documentation by mission /order number to the M&O contractor, who will match and verify deliveries against the delivery documents that has been signed and stamped at delivery destination. The M&O contractor will prepare a DD250 (Material Inspection & Receiving Report) in PORTS for each invoice and forward the invoice, supporting documentation and DD250 to DESC-Europe representatives in Turkey (computer and fax machine is

- required). An authorized DESC representative or employee will electronically sign the DD250 in PORTS. DESC will provide required PORTS training to M&O designated personnel.
- (b) Coordinate fuel mission with Turkish, Iraqi, and American organizations as necessary. These organizations may include, but not necessarily limited to the following: European Command Logistics Sustainment Cell, the 39th Air Base Group, the American Consulate in Adana, the American Embassy in Ankara, the Turkish Ministry of Foreign Affairs, the Turkish General Staff, Turkish Border and Customs officials, US Army representatives in Northern Iraq, Task Force RIO, Iraqi Ministry of Oil, DESC-Baghdad, DESC-Incirklik, and DESC-Europe. A variety of reports, e.g. daily total deliveries by product to DESC, will be required to any number of these agencies on a daily basis. The contractor must be able to translate local languages (Turkish, Kurdish, Arabic) into English.
  - (c) Attend meetings and briefings with American military as necessary (minimum of two contractor personnel must have a Secret clearance).
  - (d) Office location must be within 100 KM of Incirklik/Adana. Two office spaces are required for US government personnel.

**c. Kuwait/Southern Iraq Tasks.**

- (1) Manage the delivery of approximately 2.4 million liters of gasoline per day, of diesel per day (has not been determined), 1.05 million liters of kerosene per day and 460 metric tons of liquid petroleum gas per day. This effort requires managing the movement of these fuels along a predetermined delivery route utilizing approximately 1200 tank trucks and LPG trucks at any one given time while simultaneously ensuring product quality and security.
- (2) Fuel shipped from Kuwait to Iraq moves through the following sequence of locations:
  - (a) Loading Point(s)
  - (b) NAVSTAR / Kuwait Customs
  - (c) Destination
- (3) The contractor is responsible for the following tasks at each location.
  - (a) Loading Points
    - (i) Benzene will be provided by KNPC Subhan Loading Facility and authorized government facilities in Kuwait.
    - (ii) Liquid Propane Gas (LPG) will be provided by KOTC.
    - (iii) Diesel will be provided by KNPC Subhan Loading Facility and authorized government facilities in Kuwait.
    - (iv) Kerosene will be provided from KAFCO, Mina Ahmadi Refinery, Mina Shuiaba Refinery and authorized government facilities in Kuwait.
      - All loading points in Kuwait have their own internal loading and safety procedures that will be adhered to by the contractor. It is the

contractor's responsibility to acquire loading procedures from established loading points.

- All trucks will be sealed at loading points.
- Coordinate with the 49<sup>th</sup> Petroleum Group or CFLCC C4 Petroleum and Water for the provision of escort from the Kuwait – Iraq boarder to designated download points in Iraq.

(b) NAVSTAR / Kuwait customs and marshalling area

- (i) The contractor will develop and implement a program to track trucks by license plate and mission number inside Iraq and provide, at a minimum, daily status reports to DESC.
- (ii) Facilitate organization of convoys. Coordinate with US Army escorts to facilitate convoy transfer from contractor to Army control; coordinate with 49<sup>th</sup> Petroleum Group or CFLCC C4 Petroleum and water and/or designated convoy escort authority on operation of convoys.
- (iii) Report and document incidents, accidents and/or events affecting DESC fuel suppliers' mission performance to M&O.
- (iv) Assist DESC fuel suppliers with breakdowns repair/recovery, accidents and Force Protection issues.
- (v) Convoys will stay a MP escort until they reach the destination point. There may be possible MP escort transfers at Scania.

(c) Delivery destinations

- (i) The contractor will maintain a list of locations, facilities, and names of personnel and authorized signatures/stamps (with a corresponding English translation) for each and every delivery point. The M&O contractor will maintain a current list of delivery destinations and authorized stamps and/or signatures.
- (ii) M&O contractor shall monitor LPG loading/offloading operations and confirm quantity at destination (estimated 3 barges/month).

(4) General Responsibilities

- (a) Ordering and accounting. DESC will provide the M&O contractor copies of the monthly orders and the contractor will give daily verbal orders for fuel deliveries to the DESC fuel suppliers. Upon completion of deliveries, the DESC fuel suppliers will forward a copy of the invoice and supporting documentation by mission /order number to the M&O contractor, who will match and verify deliveries against the delivery documents that has been signed and stamped at delivery destination. The M&O contractor will prepare a DD250 in PORTS for each invoice and forward a copy of the invoice, supporting documentation and DD250 to DESC-Middle East representatives in Kuwait (computer and fax machine is required). An authorized DESC representative or employee will electronically sign the DD250 in PORTS. DESC will provide required PORTS training to M&O designated personnel.

- (b) Coordinate fuel mission with Kuwaiti, Iraqi, and American organizations as necessary. A variety of reports, e.g. daily total deliveries by product to DESC, will be required to any number of these agencies on a daily basis. The contractor must be able to translate local languages into English.
- (c) Attend meetings and briefings with American military as necessary .

**d. Jordan / Western Iraq Tasks.**

(1) Manage the delivery of approximately 1 million liters of diesel and 500,000 liters of kerosene per day. An average of 30 diesel and 15 kerosene trucks deliver fuel daily to the destination in Iraq. This effort requires managing the movement of these fuels along a predetermined delivery route while simultaneously ensuring product quality and security.

(a) Fuel shipped from the Port of Aquaba to Al Ramadi is marshaled at the Jordan / Iraq border.

(b) Convoys move with military escort from the border to Al Ramadi.

(2) The contractor is responsible for the following tasks at each location.

(a) Aquaba

(i) Coordinate and schedule the delivery of fuel with the DESC designated fuel provider.

(b) Marshalling area at Jordan / Iraq border

(i) The contractor will develop and implement a program to track trucks by license plate and mission number inside Iraq

(ii) Facilitate organization of convoys. Coordinate with US Army escorts to facilitate convoy transfer from contractor to Army control

(iii) Report and document incidents, accidents and/or events affecting DESC fuel suppliers' mission performance.

(iv) Assist DESC fuel suppliers with breakdowns repair/recovery, accidents and Force Protection issues.

(v) Convoys will stay a MP escort until they reach the destination point.

(c) Delivery destinations

The contractor will maintain a list of locations, facilities, and names of personnel and authorized signatures/stamps (with a corresponding English translation) for each and every delivery point. The M&O contractor will maintain a current list of delivery destinations and authorized stamps and/or signatures.

(5) General Responsibilities

- (a) Ordering and accounting. DESC will provide the contractor copies of the monthly orders and the contractor will give daily verbal orders for fuel deliveries to the DESC fuel suppliers. Upon completion of deliveries, the DESC fuel suppliers will forward a copy of invoices and supporting documentation by mission /order number to the M&O contractor, who will match and verify deliveries against the delivery documents that has been signed and stamped at delivery destination. The M&O contractor will prepare a DD250 in PORTS for each invoice and forward a copy of the

invoice, supporting documentation and DD250 to DESC-Middle East representatives (computer and fax machine is required). An authorized DESC representative or employee will electronically sign the DD250 in PORTS. DESC will provide required PORTS training to M&O designated personnel.

- (b) Coordinate fuel mission with Jordanian, Iraqi, and American organizations as necessary. A variety of reports, e.g. daily total deliveries by product to DESC, will be required to any number of these agencies on a daily basis. The contractor must be able to translate local languages into English.
- (c) Attend meetings and briefings with U.S. military personnel as necessary

5. **GOVERNMENT FURNISHED INFORMATION**

In order to facilitate contractor responsiveness, the US Government will provide information on the Iraqi oil infrastructure and the evolving situation in theater within security constraints. Contractor access to and use of the information is subject to strict compliance with security requirements. In addition, the US Government will provide the contractor with pertinent information on DESC administrative plans, logistical needs, and technical requirements associated with this contract. The Contractor shall establish liaison with DESC to facilitate rapid communication of any information needs.

6. **TRANSITION:** The contractor must have all personnel in place no later than two weeks prior to the start of performance to observe the current operation





UNITED STATES CENTRAL COMMAND  
OFFICE OF THE COMMANDER IN CHIEF  
7115 SOUTH BOUNDARY BOULEVARD  
MACDILL AIR FORCE BASE, FLORIDA 33621-5101

DEC 19 2000

CCJA

GENERAL ORDER NUMBER 1A (GO-1A) \*

TITLE: Prohibited Activities for U.S. Department of Defense Personnel Present Within the United States Central Command (USCENTCOM) AOR.

PURPOSE: To identify conduct that is prejudicial to the maintenance of good order and discipline of all forces in the USCENTCOM AOR.

AUTHORITY: Title 10, United States Code, Section 164(c) and the Uniform Code of Military Justice (UCMJ), Title 10, United States Code, Sections 801-940.

APPLICABILITY: This General Order is applicable to all United States military personnel, and to civilians serving with, employed by, or accompanying the Armed Forces of the United States, while present in the USCENTCOM AOR except for personnel assigned to: Defense Attaché Offices; United States Marine Corps Security Detachments; sensitive intelligence and counterintelligence activities that are conducted under the direction and control of the Chief of Mission/Chief of Station; or other United States Government agencies and departments.

1. STATEMENT OF MILITARY PURPOSE AND NECESSITY: Current operations and deployments place United States Armed Forces into USCENTCOM AOR countries where local laws and customs prohibit or restrict certain activities which are generally permissible in western societies. Restrictions upon these activities are essential to preserving U.S. / host nation relations and combined operations of U.S. and friendly forces. In addition, the high operational tempo combined with often-hazardous duty faced by U.S. forces in the region makes it prudent to restrict certain activities in order to maintain good order and discipline and ensure optimum readiness.

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\* This General Order supercedes General Order Number 1, dated 7 November 1996.

## 2. PROHIBITED ACTIVITIES:

a. Purchase, possession, use or sale of privately owned firearms, ammunition, explosives, or the introduction of these items into the USCENTCOM AOR.

b. Entrance into a Mosque or other site of Islamic religious significance by non-Moslems unless directed to do so by military authorities, required by military necessity, or as part of an official tour conducted with the approval of military authorities and the host nation. This provision may be made more restrictive by Commanders when the local security situation warrants.

c. Introduction, possession, sale, transfer, manufacture or consumption of any alcoholic beverage within the countries of Kuwait and Saudi Arabia. In all other countries of the USCENTCOM AOR, U.S. military and civilian personnel will conform to their respective component restrictions on alcohol, and follow appropriate deportment in respecting host-nation laws and customs. Because of the high operational tempo and the various threats faced by U.S. forces in the region, it is prudent to exercise active control over certain activities in order to maintain good order and discipline and ensure optimum readiness. Accordingly, in all locations where alcohol is not prohibited by this General Order, Commanders and unit chiefs are directed to exercise discretion and good judgment in promulgating and enforcing appropriate guidelines and restrictions, regularly reviewed to ensure they are commensurate with current or foreseen operations and threats.

d. Introduction, purchase, possession, use, sale, transfer, manufacture, or consumption of any controlled substances, or drug paraphernalia. Prescription drugs must be accompanied by the original prescription label of the prescribing medical facility or authority.

e. Introduction, possession, transfer, sale, creation or display of any pornographic or sexually explicit photograph, video tapes, movie, drawing, book, magazine, or similar representations. The prohibitions contained in this subparagraph shall not apply to AFRTS broadcasts and commercial videotapes distributed and/or displayed through AAFES or MWR outlets located within the USCENTCOM AOR. This prohibition shall also not apply within the areas exclusively under the jurisdiction of the United States, such as aboard United States Government vessels and aircraft.

f. Gambling of any kind, including sports pools, lotteries and raffles, unless permitted by host-nation laws and applicable service or component regulations.

g. Removing, possessing, selling, defacing or destroying archeological artifacts or national treasures.

h. Selling, bartering or exchanging any currency other than at the official host-nation exchange rate.

i. Adopting as pets or mascots, caring for, or feeding any type of domestic or wild animal.

j. Proselytizing of any religion, faith or practice.

k. Taking or retaining individual souvenirs or trophies, except as noted below:

(1) Private or public property may be seized during exercises or operations only on order of the Commander, when based on military necessity. Such property will be collected, processed, secured and stored for later return to the lawful owner. The wrongful taking of private property, even temporarily, is a violation of Article 121, Uniform Code of Military Justice.

(2) Public property seized by U.S. Armed Forces is the property of the United States. The wrongful retention of such property is a violation of Article 108, Uniform Code of Military Justice.

(3) No weapon, munitions, or military article of equipment obtained or acquired by any means other than official issue may be retained for personal use or shipped out of the USCENTCOM AOR for personal retention or control.

(4) This prohibition does not preclude the lawful acquisition of souvenirs that can be legally imported into the United States.

3. PUNITIVE ORDER: Paragraph 2 of this General Order is punitive. Persons subject to the UCMJ may be punished thereunder. Civilians serving with, employed by, or accompanying the Armed Forces of the United States in the USCENTCOM AOR may face criminal prosecution or adverse administrative action for violation of this General Order.

4. **INDIVIDUAL DUTY:** All persons, military and civilian, subject to this General Order are charged with the individual duty to become familiar with and respect the laws, regulations, and customs of their host nation insofar as they do not interfere with the execution of their official duties. Acts of disrespect or violations of host nation laws, regulations and customs may be punished under applicable criminal statutes and administrative regulations.

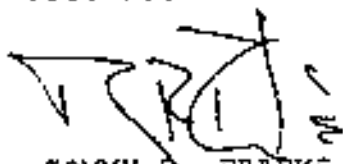
5. **UNIT COMMANDER RESPONSIBILITY:** Commanders, Security Assistance Office Chiefs, and military and civilian supervisors are charged with ensuring that ALL PERSONNEL are briefed on the prohibitions and requirements of this GENERAL ORDER. Commanders and supervisors are expected to exercise discretion and good judgment in enforcing this General Order. Component Commanders may further restrict their forces as they deem necessary.

6. **CONFISCATION OF OFFENDING ARTICLES:** Items determined to violate this General Order may be considered contraband and may be confiscated by command or law enforcement authorities if found in the USCENTCOM AOR. Before destruction of contraband, Commanders or law enforcement personnel will coordinate with their servicing judge advocate.

7. **EFFECTIVE DATE:** This General Order is effective immediately. Individuals or commanders may arrange for safekeeping of personal firearms with their unit's military law enforcement activity. Military customs and other pre-clearance officials will enforce this General Order in their inspections of personnel and equipment prior to departure to the AOR and return to CONUS.

8. **EXPIRATION:** This General Order will expire when rescinded by the Commander in Chief, U.S. Central Command, or higher authority. Although this General Order is published during peacetime conditions, it will remain in effect in the event of hostilities or armed conflict. Should such conditions prevail, this General order may be supplemented by additional guidance.

9. WAIVER AUTHORITY: Authority to waive or modify the prohibitions of Paragraph 2 of this General Order is delegated to the Deputy Commander in Chief, USCENTCOM.



TOMMY R. FRANKS  
General, U.S. Army

DISTRIBUTION:

A



UNITED STATES CENTRAL COMMAND  
OFFICE OF THE DEPUTY COMMANDER IN CHIEF  
7113 SOUTH BOUNDARY BOULEVARD  
MACDILL AIR FORCE BASE, FLORIDA 33621-5101

AUG 09 2003

CCJA

MEMORANDUM FOR DISTRIBUTION

SUBJECT: Amendment to GENERAL ORDER NUMBER 1A

REF: (a) GENERAL ORDER NUMBER 1A dtd 29 Dec 02

1. Reference (a), is amended as follows: The first sentence of subparagraph 2.c. is amended to read: "Introduction, possession, sale, transfer, manufacture or consumption of any alcoholic beverage within the countries of Kuwait, Saudi Arabia, Pakistan, Afghanistan, and Iraq."

2. In light of Operations IRAQI FREEDOM and ENDURING FREEDOM, I encourage all commanders and unit chiefs in all locations where alcohol is not prohibited to review local guidelines.

  
M.P. DELONG  
Lieutenant General, USMC

DISTRIBUTION:

Commander, U.S. Air Forces Central Command, Shaw AFB, SC 29152-5000  
Commander, U.S. Army Forces Central Command, Ft. McPherson, GA 30330-5000  
Commander, U.S. Naval Forces Central Command, FPO AE 09891-6008  
Commander, U.S. Marine Forces Pacific, Camp Smith, HI 96861-4137  
Chief, Office of Military Cooperation, Bahrain, Box 270, American Embassy Manama, FPO 09834-5100  
Commander, U.S. Liaison Office, Djibouti, American Embassy, ATTN: USLO, Department of State, 2150 Djibouti Place, Washington, DC 20521-2150  
Chief, Office of Military Cooperation, Egypt, ATTN: USOMC-C, Unit 64901, APO AE 09839-4901  
Chief, U.S. Liaison Office, Eritrea, American Embassy, Asmara, Department of State Pouch Room, Washington, DC 20521-7170  
U.S. Defense Attache, Ethiopia, USDAC Addis Ababa, Ethiopia, Department of State, Washington, DC 20521-2030  
Chief, Military Assistance Program Office, Jordan, Unit 70207, Box 3, APO AE 09892-0207  
U.S. Defense Attache, Kazakhstan, American Embassy Almaty, Department of State Pouch Room, Washington DC 20521-7030

OC2A

SUBJECT: Amendment to GENERAL ORDER NUMBER 1A and Amendment to  
Partial Waiver

## DISTRIBUTION: (CONT)

Chief, U.S. Liaison Office, Kenya, Department of State, 8900  
Nairobi Place, Washington, DC 20521-8900  
Chief, Office of Military Cooperation, Kuwait, American Embassy  
Kuwait, ATTN: OMC-K, Unit 69000, Box 25, APO AE 09860-9000  
U.S. Defense Attache, Kyrgyzstan, American Embassy Bishkek,  
Department of State Pouch Room, Washington, DC 20521-7040  
Chief, Office of Military Cooperation, Muscat, Oman, American  
Embassy-OMC, Unit 73000, APO AE 09890-3000  
Chief, Office of Defense Representative, Pakistan, American  
Embassy Islamabad/ODRP, Unit 62200, Box 2, APO AE 09812-2200  
Chief, U.S. Liaison Office, Qatar, ARCENT-QA, ATTN: USLO, APO AE  
09898  
Chief, U.S. Military Training Mission, Riyadh, Saudi Arabia,  
USMTM, Unit 61300, Box 1, APO AE 09803-1300  
Chief, Security Assistance Office, Seychelles, c/o U.S. Liaison  
Office, Kenya, Department of State, 8900 Nairobi Place,  
Washington, DC 20521-8900  
U.S. Defense Attache, Tajikistan, c/o American Embassy Almaty,  
Department of State Pouch Room, Washington, DC 20521-7030  
U.S. Defense Attache, Turkmenistan, American Embassy Ashgabat,  
Department of State Pouch Room, Washington, DC 20521  
Chief, U.S. Liaison Office, United Arab Emirates, Department of  
State, 6010 Abu Dhabi Place, Washington, DC 20521-6010  
U.S. Defense Attache, Uzbekistan, American Embassy Tashkent,  
Department of State Pouch Room Washington, DC 20521-7100  
U.S. Defense Attache, Yemen, USDAO Sanaa, Department of State,  
Washington, DC 20521-6330  
Commander, Headquarters, Combined Joint Task Force Seven,  
Baghdad, Iraq, APO AE 09303  
Director, ISG, APO AE 09365  
Administrator, OC2A, Baghdad, Iraq, APO AE 09303

# SAMPLE REPORT

Daily Truck Log									
Duration Date	DIESEL					KEROSENE			
	Turkey		Kuwait			Turkey		Kuwait	
	Trucks	Liters	Trucks	Liters	Destination	Trucks	Liters	Trucks	Liters
	0	0				0	0	0	0
	0	0				0	0	0	0
	0	0				0	0	0	0
	0	0				0	0	0	0
	0	0				0	0	0	0
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	0	0				0	0	0	0
	0	0				0	0	0	0
	#REF!	#REF!				#REF!	#REF!	#REF!	#REF!
Total	#REF!	#REF!	0	0		#REF!	#REF!	#REF!	#REF!
Total Diesel To date for Turkey/Kuwait			#REF!	#REF!		Total Kerosene Todate for Turkey/Kuwait		#REF!	#REF!



**SECTION F – DELIVERIES OR PERFORMANCE****F76.100 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC JAN 2004)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**SECTION G – CONTRACT ADMINISTRATION DATA****G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.  
(DESC 52.211-9FH5)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.  
(DESC 52.232-9F45)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**G148.05.100 SUBMISSION OF INVOICES FOR PAYMENT (SERVICES) (DESC JAN 2004)**

Monthly services invoices for the M&O contractor shall be provided to the DESC team lead for certification and the DESC team Contracting Officer for authorization, then mailed to the following address for payment:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-BVDFB/CC  
P.O. BOX 182317  
COLUMBUS, OH 43218-2317

(DESC 52.232-9FF5)

**SECTION H – SPECIAL CONTRACT REQUIREMENTS****H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)**

- (a) The Contractor shall provide an annual report--
  - (1) For all DoD property for which the Contractor is accountable under the contract;
  - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
  - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.  
(DFARS 252.245-7001)

**SECTION I – CONTRACT CLAUSES****I1.02 COMPUTER GENERATED FORMS (JAN 1991)**

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, PROVIDED there is no change to the name,

content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form Number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form PROVIDED there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different from the required form, then the rights and obligations of the parties will be determined based on the content of the required form. (FAR 52.253-1)

## **18.02 ASSIGNMENT OF CLAIMS (ALT I) (JAN 1986/APR 1984)**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing. (FAR 52.232-23/Alt I)

## **11.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1). clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (FAR 52.252-6)

## **11.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**DLAD:** <http://www.dla.mil/j-3/j-336>

(FAR 52.252-2)

## **11.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency

procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract. (FAR 52.203-8)

## **11.24 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)**

### **(a) DEFINITIONS.**

**Agency**, as used in this clause, means executive agency as defined in 2.101.

**Covered Federal action**, as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**Indian tribe and tribal organization**, as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

**Influencing or attempting to influence**, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

**Local government**, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

**Officer or employee of an agency**, as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

**Person**, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

**Reasonable compensation**, as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

**Reasonable payment**, as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

**Recipient**, as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

**Regularly employed**, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

**State**, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

**(b) PROHIBITIONS.**

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

**(i) AGENCY AND LEGISLATIVE LIAISON BY OWN EMPLOYEES.**

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(a) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(b) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(a) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(b) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(c) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

**(ii) PROFESSIONAL AND TECHNICAL SERVICES.**

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(a) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(b) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission,

or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(a) and (b) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) **DISCLOSURE.**

(A) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payments using nonappropriated funds (to INCLUDE profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subdivision (A) of this clause. An event that materially affects the accuracy of the information reported includes--

(a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(c) A change in the officer(s), employee(s), or Members(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) **AGREEMENT.** The Contractor agrees not to make any payment prohibited by this clause.

(v) **PENALTIES.**

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) **COST ALLOWABILITY.** Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision. (FAR 52.203-12)

#### **I11.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing.

This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

#### **I12.01 DISPUTES (JUL 2002)**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) **Claim**, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in subsection (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required), or (2) the date payment otherwise would be due, if that date is later, until the

date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, that is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.  
(FAR 52.233-1)

## **I12.02 CHOICE OF LAW (OVERSEAS) (JUN 1997)**

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract. (DFARS 252.233-7001)

## **I12.03 PROTEST AFTER AWARD (AUG 1996)**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the DEFAULT, or the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; PROVIDED, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government. (FAR 52.233-3)

## **I27 GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and



- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (FAR 52.203-3)

## **128.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **DEFINITIONS.** As used in this clause—

**Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

**Country concerned** means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

**Tax and taxes** include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

**All applicable taxes and duties** means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

**After-imposed tax** means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

**After-relieved tax** means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

**Excepted tax** means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.



(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees. (FAR 52.229-6)

### **I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract. (FAR 52.232-17)

### **I36.03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)**

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. (FAR 52.249-4)

### **I209.03.100 EXTENSION PROVISION (STORAGE) (DESC JAN 2004)**

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extensions may be furnished any time prior to the expiration of this contract or any extensions thereof. (DESC 52.217-9F40)

**I225 PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(FAR 52.232-1)

**I257 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(FAR 52.225-14)

**SECTION J – LIST OF ATTACHMENTS**

<b><u>FORM</u></b>	<b><u>TITLE</u></b>	<b><u>LOCATION</u></b>
<b>DD1707</b>	<b>INFORMATION TO OFFERORS OR QUOTERS</b>	<b>COVER SHEET</b>
<b>SF33</b>	<b>SOLICITATION, OFFER AND AWARD (REV. 9-97)</b>	<b>PAGE 1</b>
	<b>OFFEROR SUBMISSION PACKAGE</b>	<b>ATTACHMENT 1</b>
	<b>SAMPLE REPORT</b>	<b>ATTACHMENT 2</b>

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS****K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.204-6)

**K5 USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**K86 FOREIGN TAXES (DESC JUN 1987)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(The full text of this clause is included in the **Offeror Submission Package at Attachment 1**)

**SECTION L – INSTRUCTION, CONDITIONS, AND NOTICES TO OFFERORS****L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)**

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of **30** calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

**L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing** or **written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and  
 (ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;  
 (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) **Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>);

(c) It is the only proposal received.

It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be

extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) **CONTRACT AWARD.**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

## **L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

### **L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

### **L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is 703-767-0766.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

### **L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (FAR 52.252-5)

## **L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**FAR/DFARS:** <http://farsite.hill.af.mil/>  
**FAR/DFARS:** <http://www.arnet.gov/>  
**DLAD:** <http://www.dla.mil/j-3/j-336/>

(FAR 52.252-1)

## **L2.34.100 PROPOSAL FORMAT AND CONTENT (DESC JAN 2004)**

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal** (factors 2 and 3). Offers for less than the entire contract period will not be considered. The offeror will submit the original and three copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. The technical proposal should be specific and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. The offeror should also describe why the proposal will meet the requirements of the Performance Work Statement. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The technical proposal for factor 2 will not exceed 25 pages, and factor 3 will not exceed 10 pages, excluding résumés.

### **(a) FACTOR 1: PRICE PROPOSAL.**

(1) The SERVICES TO BE FURNISHED clause must be completed. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

### **(b) FACTOR 2: TECHNICAL CAPABILITY.**

The offeror will provide a management plan for completing the tasks described in the PWS. This should include a manning plan, along with a narrative describing how the management plan will satisfy the requirements of the PWS. The management plan should include a description of the offeror's start-up and transition plans, spot-check program (see PWS 4.b.(3)(a)(i)), customs processing and monitoring/reporting program (see PWS 4.b.(3)(b)(i)), and Northern Iraq processes and program (see PWS 4.b.(3)(c)(v)).

### **(c) FACTOR 3: EXPERIENCE.**

The offeror should describe his experience in performing similar work. Resumes of key personnel (managers and supervisors) must be submitted.

## **L3.03 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)**

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bid (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date bids are due.

(b) (1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made; the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and --

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or.

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper; other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the FACSIMILE BIDS provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. (FAR 52.214-7)

## **L5 SERVICE OF PROTEST (AUG 1996)**

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO. (FAR 52.233-2)

### **L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

## **L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)**

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offers that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND



WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS -  
COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.  
(DESC 52.252-9F05)

**L205            COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  
(AUG 1999)**

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
  - (1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLIS; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.  
(DFARS 252.204-7001)

**SECTION M – EVALUATION FACTORS FOR AWARD**

**M28.07.100   EVALUATION OF OFFERS (DESC JAN 2004)**

- (a) Award of this contract shall be made by using formal source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.
- (b) For purposes of this solicitation, all factors are equal in importance, which means price is significantly less important than the combined non-price factors. However, as proposals become more equal in their non-price evaluations, the price becomes more important.
  - (i) **PRICE EVALUATION (FACTOR 1).** The Government reserves the right to award to other than the lowest evaluated offer. The offered prices will be determined by computing the total estimated cost to the Government for the base period. The evaluated cost for L/I 0001 will be the offered rates for each labor category multiplied by the estimated hours for that category. The evaluated cost for L/I 0002 will be the offeror's G&A rate multiplied by the estimated \$1,000,000 for other direct costs. The total estimated cost will be the sum of these two.
  - (ii) **NON-PRICE EVALUATION.** Proposals will be rated and ranked against the evaluation factors listed below.

<b>FACTOR 2</b>	<b>TECHNICAL CAPABILITY</b> The Government will evaluate the offeror's ability to accomplish the PWS tasks. This includes the adequacy of the manning plan and the ability of the management plan to satisfy the PWS requirements.
<b>FACTOR 3</b>	<b>EXPERIENCE</b> The Government will evaluate the offeror's experience in performing similar work. This includes the relevant experience of key personnel. (DESC 52.209-9FA3)

**M72            EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)**

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--

(1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or

(2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

# OFFEROR SUBMISSION PACKAGE

**SOLICITATION: SP0600-04-R-0053**

**PROGRAM NUMBER: 6.2**

**PERFORMANCE PERIOD: APRIL 1, 2004 – SEPTEMBER 30, 2004**  
(Contractor must begin transition period on March 18, 2004)

TO BE TIMELY, OFFERS MUST BE RECEIVED AT THE  
DEFENSE ENERGY SUPPORT CENTER  
BY  
**FEBRUARY 17, 2004 @ 1500 HOURS LOCAL TIME**

## **INSTRUCTIONS:**

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L2.34.100 for additional information to be submitted.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. **Sign and date the Standard Form 33 (SF 33) in ink.**
3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package and send a complete copy of the proposal by regular mail within ten (10) days after the solicitation's closing date. See Clause L2.11-2.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 29 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SP0600-04-R-0053		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 16 JAN 2004	6. REQUISITION/PURCHASE NUMBER SP0600-04-0659
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 2945 Ft. Belvoir, VA 22060-6222			8. ADDRESS OFFER TO (If other than Item 7) ATTN: BID CUSTODIAN, DESC-CPC, RM 3815 Defense Energy Support Center, 8725 John J. Kingman Road, Suite 4950, Fort Belvoir, VA 22060-6222 (Fax: 703-767-0766)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **DESC-CPC, Room 3815** until **1500** local time **17 FEB 2004**  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Beverly J. Williams	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS beverly.j.williams@dla.mil
		AREA CODE (703)	NUMBER 767-9348	EXT.

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILIT	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER			17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B – SUPPLIES/SERVICES AND PRICES/COST**

<b>B34.01.100</b>	<b>SERVICES TO BE FURNISHED AND PRICES (DESC FEB 1991)</b>	<b>ii</b>
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**SECTION F - DELIVERIES OR PERFORMANCE**

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

<b>K1.06</b>	<b>DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)</b>	<b>iii</b>
<b>K5</b>	<b>USE OF ELECTRONIC DATA INTERCHANGE (DESC MAY 1994)</b>	<b>iii</b>
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<b>K94</b>	<b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)</b>	<b>vi</b>
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## **SECTION B – SUPPLIES/SERVICES AND PRICES/COST**

### **B34.01.100 SERVICES TO BE FURNISHED AND PRICES (DESC JAN 2004)**

The services to be furnished during the period specified herein and the unit prices are as follows:

The services to be furnished during the period specified herein and the prices are as follows:

The following services will be provided for a base period of April 1, 2004 through September 30, 2004 (six months), with possible extensions of six, one-month periods. Rates shall also apply for the two-week transition period beginning March 18, 2004.

**LINE ITEM 0001.** The contractor will provide all necessary labor for accomplishing the required tasks. Costs will be reimbursed based on the rates provided below and actual hours expended. All payroll costs associated with labor expenses (wage rates, payroll taxes and insurance, and other labor overhead) shall be included, along with applicable G&A and profit. Any other labor categories determined necessary after contract award may be added with DESC approval.

Note: The estimated hours listed below will be used for price evaluation purposes only. Actual hours performed may be adjusted as necessary to accomplish the required tasks.

<b><u>Labor Category</u></b>	<b><u>Estimated Hours</u></b>	<b><u>Rate/Hour</u></b>
Project Leader	1,000	\$ _____
Project Managers	4,000	\$ _____
Security/Drivers	20,000	\$ _____
Interpreters	5,000	\$ _____
Transportation Specialist	25,000	\$ _____
Customs Support	10,000	\$ _____
Quality Surveillance	10,000	\$ _____
Mechanics	5,000	\$ _____
Clerical/Data Input	20,000	\$ _____

**LINE ITEM 0002.** Other Direct Costs (Estimated \$1,000,000 for the six month period). All incurred costs not reimbursed under L/I 0001 will be reimbursed under L/I 0002. The contractor may add G&A (specify below) to the actual cost, but profit will not be allowed. G&A rate \_\_\_\_\_%

**LINE ITEM 0003.** Award Fee (Clause I28.30 will be added by amendment). The base period will have a total of \$300,000 available, with \$150,000 allocated and potentially awarded at the end of each three-month period. \$50,000 will be available for each month one-month extension, if utilized.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F76 CONTRACT PERIOD/PERFORMANCE REQUIREMENTS (STORAGE) (DESC DEC 1991)**

During the contract period, April 1, 2004 through September 30, 2004, the Contractor shall provide services as described in Section B of the solicitation.

(DESC 52.242-9FA1)

## **SECTION G - CONTRACT ADMINISTRATION**

### **G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(c) Narrative Information (special instructions).

[illegible]

(DESC 52.232-9F55)

**K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(FAR 52.204-6)

(a) **DEFINITIONS.**

(b) The Defense Energy Support Center (DESC) may utilize EDI for certain documents in contracts awarded under this solicitation. DESC has implemented a system using the (ANSI) X12 standards, as applicable, for EDI. When EDI procedures are to be used, DESC and the Contractor will enter into a TPA.

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- (c) ☐ A check in this block indicates that the Contractor has already entered into a TPA with DESC.
- (d) Upon submission of the following data, DESC will forward a TPA to the Contractor for execution:

(1) Company Name: \_\_\_\_\_

(2) Point of Contact for EDI: \_\_\_\_\_

(3) POC's Telephone Number: \_\_\_\_\_

(4) POC's Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(5) VAN Service Provider(s): \_\_\_\_\_

(6) Provide information for the following fields:

ISA07            Company Qualifier        \_\_\_\_\_

ISA08            Company Value                \_\_\_\_\_

GS03            Company Value                \_\_\_\_\_

(7) Please identify:

Element Separator:        \_\_\_\_\_

Subelement Separator:    \_\_\_\_\_

Segment Terminator:      \_\_\_\_\_

(e) By execution of the TPA, the Contractor agrees to be bound by the terms and conditions of the agreement governing any transactions with the Government through EDI, in addition to the terms and conditions of the contract. TPAs will be contract independent. Only one will be signed between the Contractor and DESC. As contracts are awarded, the TPA will be incorporated into the specific contracts upon the mutual agreement of the Contractor and DESC.

(f) When a TPA is executed--

(1) The TPA shall identify, among other things, the VAN(s) through which electronic transmissions are made, the Transaction Sets available, security procedures, and guidelines for implementation.

(2) The Contractor shall be responsible for providing its own computer hardware, computer software, and VAN connections necessary to transmit and receive data electronically under the framework of the TPA.

(3) Transaction Sets will be unique to each contract and will be incorporated into contracts as agreed to by the parties.

(4) Nothing in the TPA will invalidate any part of the contract between the Contractor and DESC.

(5) All terms and conditions that would otherwise be applicable to a paper document shall apply to the electronic document.

(DESC 52.232-9F30)

**K15.03            CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--



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(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

\_\_\_\_\_  
(DESC 52.215-9F28)

**K45 FACSIMILE INVOICING (COCO/GOCO) (DESC SEP 1988)**

(a) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(b) Offeror shall indicate whether or not s/he intends to submit invoices via FAX:

[ ] YES

[ ] NO

(c) See the SUBMISSION OF INVOICES BY FACSIMILE clause for FAX invoicing procedures.

(DESC 52.232-9F05)

**K86 FOREIGN TAXES (DESC JUN 1987)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

**K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

**CERTIFICATION PACKAGE FOR SOLICITATION SP0600-04-R-0053**

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its Principals--

(A) ☐ are,  
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

**[This paragraph (B) language is stayed indefinitely. Please use paragraph (D) below.]**

(B) ☐ have,  
☐ have not

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

**[This paragraph (C) language is stayed indefinitely. Please use paragraph (E) below.]**

(C) ☐ are,  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) ☐ have,  
☐ have not

*within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;*

(E) ☐ are,  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

**[This subparagraph (a)(1)(ii) is stayed indefinitely.]**

(ii) (A) The offeror, aside from the offenses enumerated in subdivisions (a)(1)(i)(A), (B), and (C) of this provision—  
☐ has,  
☐ has not

*within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws—*

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or  
(b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or  
(c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.  
(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

☐ has,  
☐ has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

## CERTIFICATION PACKAGE FOR SOLICITATION SP0600-04-R-0053

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (FAR 52.209-5)

### **K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)